ANNEX NO. 2
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LANGLEY RESEARCH CENTER
AND
SKYDIO INC.
UNDER SPACE ACT UMBRELLA AGREEMENT SAA2-403630
FOR
FLIGHT TESTING AND INTEGRATION OF UAS FOR AUTONOMOUS SURVEILLANCE INSPECTION AND EMERGENCY RESPONSE OPERATIONS

ARTICLE 1. PURPOSE

With the emergence and development of advanced technologies and vehicle types, there is a growing desire to introduce new forms of flight operations into the national airspace. These new and increasingly complex operational paradigms such as Unmanned Aircraft Systems (UAS) and Urban Air Mobility (UAM), present regulatory authorities and the aviation community with several design and implementation challenges – particularly if the vehicles are highly autonomous. An overarching and daunting task is finding methods to integrate these increasingly autonomous, emerging operations without compromising safety or disrupting traditional airspace operations.

This Annex shall be for the purpose of collaboratively conducting research, development, testing and evaluation (RDT&E) of various technologies from The Partner and NASA. This effort will be completed using Skydio's unmanned aircraft system (UAS) vehicles for the purpose of performing surveillance, inspection and emergency response operations at LaRC. The goals will include, but are not limited to a) assessing the efficacy of Skydio's UAS for various NASA operations, b) performing collaborative research on mutually beneficial activities and c) evaluating and refining relevant NASA technologies through flight testing and integration with Skydio's UAS.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA LaRC will use reasonable efforts to:

1. Work with Partner to generate documentation of intent to fly Partner vehicle(s) at LaRC as part of the NASA initiative to advance the use of sUAS at NASA centers including: a schedule of anticipated flights at LaRC, descriptions of the integrated scenarios that would be attempted, description of airspace services provided and capabilities, and any other information relevant to the Partner flight activities. [Milestone 1]

2. Provide a Flight Safety Review and sign-off for Partner vehicle/vehicles that will be flown. [Milestone 2]
3. Provide a NASA Operational Readiness Review to review Partner vehicle and proposed automation scenarios to be flown as part of the NASA initiative to advance the use of sUAS at NASA centers. [Milestone 2]
4. Provide a NASA Airworthiness Statement to conduct sUAS operations under Public Use authority with NASA oversite. [Milestone 2]
5. Provide a NASA Liaison to help the Partner through the NASA Airworthiness and Flight Safety Review Process. [Milestone 2]
6.Dedicate NASA personnel to collaboratively develop and execute autonomous surveillance inspection and/or emergency response flight activities with Partner. [Milestone 3]
7. Perform analysis on obtained flight data. [Milestone 4]

B. Partner will use reasonable efforts to:

1. Work with NASA collaborators to generate documentation of intent to fly Partner vehicle(s) at LaRC as part of the NASA initiative to advance the use of sUAS at NASA centers, including: a schedule of anticipated flights at LaRC, descriptions of the integrated scenarios that would be attempted, description of airspace services provided and any other information relevant to the Partner flight activities. [Milestone 1]
2. Provide vehicle design and analysis data to enable NASA to perform relevant inspections, airworthiness, operational, and safety reviews. [Milestone 2]
3. Work with NASA Liaison(s) to complete a Flight Safety Review, Operational Readiness Review, and Airworthiness and Safety Review. [Milestone 2]
4. Work with NASA personnel to collaboratively develop and execute autonomous surveillance, inspection and/or emergency response flight activities. [Milestone 3]
5. Collect and disseminate relevant data collected on Partners vehicle during flight operations. [Milestone 4]
6. Perform analysis on obtained flight data. [Milestone 4]

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

1. NASA LaRC and Partner to complete an agreed upon flight test plan.	Five (5) months after Effective Date
2. NASA LaRC to obtain NASA and FAA approvals to conduct collaborative flight operations at LaRC.	Twelve (12) months after Effective Date
3. NASA LaRC and Partner to complete flight campaign.	Twenty (20) months after Effective Date
4. Partner to perform data analysis and reporting.	Twenty four (24) months after Effective Date

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.
1. Background Data: *The Disclosing Party's Background Data, if any, will be identified in a separate technical document*.
2. Third Party Proprietary Data: *The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document*.
3. Controlled Government Data: *The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document*.
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: *None*.

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or twenty four (24) months from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA Langley Research Center
Evan Dill
Research Engineer
Mail Stop: 234
Langley Research Center
Hampton, VA 23681
Phone: 757-864-9625
Fax: 757-864-4234
evan.t.dill@nasa.gov

Skydio Inc.
Justin Jordan
Federal Account Executive
114 Hazel Avenue
Redwood City, CA 94061-3112
Phone: 301-377-9545
justin.jordan@skydio.com

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

BY: Mary DiJoseph
Mary DiJoseph
Director, Aeronautics Research Directorate

DATE: 9/9/2021

SKYDIO INC.

BY: Brendan Groves
~~Mark Cranney~~ Brendan Groves
~~COO~~ Head of Regulatory and Policy Affairs

DATE: 9/3/2021